

## DEVELOPMENT PERMIT

DP-XX-XX

CITY OF SUNNYVALE

Public Works Department  
Sunnyvale, California, hereby  
issues this permit to

ZONING:  
TYPE:

JOB ADDRESS:

LOCATION:

VALIDATION:

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HEREINAFTER called "Developer"; subject to the following conditions:

1. CONDITIONS:

- A. Developer has heretofore dedicated all required land for public streets and easements.
- B. Developer shall furnish, construct and install at his own expense, or as herein specified, all street improvements and utilities as shown on plans and specifications of said development, designated City Project DP-XX-XX and which is made part hereof by reference.
- B-1. City Reimbursement/credits:
- C. Developer agrees to repair, replace, restore or rebuild all improvements as required by the approved plans.
- D. Developer has furnished and delivered to City adequate and acceptable improvement security in the amount of \_\_\_\_\_Dollars (\$ \_\_\_\_\_) to secure the faithful performance of furnishing, constructing or installing all improvements required by Paragraph B. above.
- E. Developer agrees to furnish and deliver to City concurrently with this agreement adequate and acceptable improvement security in the amount of

\_\_\_\_\_ Dollars (\$) ) as security for the payment to the contractor, his subcontractors and to all persons furnishing materials, provisions provender, or their supplies, or equipment or teams to them and used in, upon, for or about the improvements required to be furnished, constructed and installed in Paragraph B above, or for performing any work or labor of any kind in, about or upon said improvements, and for the payment of amounts due under the Unemployment Insurance Act with respect to such work or labor in connection with the furnishing, constructing, or installing said improvements, and for payment of a reasonable attorney's fee to be fixed by the court in case suit is brought by the City.

- F. Concurrently with the acceptance of this agreement, Developer shall furnish and deliver to City a certificate showing that Developer has such public liability and property damage insurance insuring Developer against any loss or liability of any kind or nature whatsoever which may arise during the performance of, or which may result from any of the work herein required to be done by Developer, including all costs of defending any claim arising as a result thereof. Such policy shall be in an aggregate amount of at least One Million Dollars (\$1,000,000.00) for the death or injury to any person or persons in any one accident or occurrence, and for property damage including third party property damage, in any one accident or occurrence. Certificate shall also show Workers' Compensation Insurance and Employer's Liability Insurance in the amount prescribed by statute for all of his employees employed at the site of the project and, in case any work is sublet, the Developer shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Developer.
1. A contractual liability endorsement shall be added to each insurance policy extending coverage to include the liability assumed in Paragraph I below. THE CITY OF SUNNYVALE MUST BE NAMED AS AN ADDITIONAL INSURED.
  2. Each policy shall state by its terms or by an endorsement thereon that said policy shall not be canceled until the City shall have at least thirty (30) days notice in writing of said cancellation.
- F. Developer shall indemnify and hold harmless City, its officers, employees and agents from any and all liability, damages, claims or causes of action for injury to person or persons, or damage to property which may arise out of, or occur by reason of the performance of work herein specified to be performed by Developer including all costs and attorney fees incurred in defending any claim arising as a result thereof.
- G. The following fees and charges have been paid:

All other fees to be paid with building permit.

1. Sanitary Sewer
  - a. Connection \$ \_\_\_\_\_
2. Storm Drain Connection \$ \_\_\_\_\_
3. Water:
  - a. Frontage \$ \_\_\_\_\_
  - b. Connection \$ \_\_\_\_\_
  - c. Meters: \_\_\_\_\_ \$ \_\_\_\_\_
  - d. Fire Detector Check and Pit \$ \_\_\_\_\_
  - e. Tapping Fee \$ \_\_\_\_\_
4. Fire Hydrant Frontage \$ \_\_\_\_\_
5. Inspection and Engineering \$ \_\_\_\_\_
6. Maintenance Deposit \$ \_\_\_\_\_
7. Street Lighting System Frontage \$ \_\_\_\_\_
8. Street Trees \$ \_\_\_\_\_
9. Other: \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_
- TOTAL FEES AND CHARGES \$ \_\_\_\_\_

- I. Developer agrees to perform all of the work required by Paragraph B on or before \_\_\_\_\_ provided, however, that the City may extend the time within which said work and improvements shall be completed if City shall determine that the granting of such extension will not be detrimental to the public welfare. No extension will be made except on the basis of a written application made by Developer stating fully the grounds and facts relied upon for such extension.

- J. The Director of Public Works shall inspect all of the improvements made pursuant hereto to determine that they comply with all City regulations.
  - K. This Permit shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto. This Permit shall not be assigned without the prior written consent of the City.
  - L. Developer agrees that execution of this permit constitutes an application for connection to all municipal utilities serving the project site.
  - M. Concurrently with the acceptance of this Permit, Developer has posted and filed with City a cash deposit in the amount of \_\_\_\_\_Dollars (\$ \_\_\_\_\_) to guarantee that all areas to be improved within public streets and public rights-of-way, as required by the approved improvement plans, are properly maintained, repaired, replaced, constructed, restored and rebuilt including all concrete work, street pavement, street lighting system, storm drain system, sanitary sewer system, water main system and proper clean up and sweeping of all debris, buildings, equipment and other items. In the event Developer fails, neglects or refuses to properly construct and maintain said areas, Developer hereby authorizes City to expend any portion or all of said deposit to accomplish the requirements of Paragraphs B and C. Said deposit will be refunded upon final acceptance of the required public improvements at the end of the one year warranty period.
- II. Developer has complied with all conditions of this Permit and an Encroachment Permit may be issued.

\_\_\_\_\_, DEVELOPER, hereby accepts this Development Permit subject to all the terms and conditions herein set forth and hereby guarantees to maintain all work performed hereunder for a period of one year from the date said work is accepted as complete by City. All bonds or other security deposits or instruments shall remain in full force and effect during said one year period unless released/modified in writing by the City.

Permit issued this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

DEVELOPER

By: \_\_\_\_\_

\_\_\_\_\_  
Date

CITY OF SUNNYVALE  
Department of Public Works

By \_\_\_\_\_  
City Engineer

\_\_\_\_\_  
Date

(All signatures must be acknowledged  
by a notary public)